

Updated Questions and Answers APWU/USPS

Re: MOU on Employee Reassignment/Work Issues Arising from Hurricane Katrina

The following Questions and Answers are provided as a resource for the administration of the above referenced MOU dated September 27, 2005. Jointly prepared by the APWU and the Postal Service, these Questions and Answers provide a mutually agreed explanation on how to apply the MOU.

Interim Period

1. Can impacted employees who are in temporary residences due to hurricane Katrina be temporarily reassigned and scheduled to report to work?

Answer: Yes, impacted employees may be offered an assignment within their same craft and as close to their permanent work schedule as possible. All impacted employees volunteering to work shall be accommodated even if it means finding work in crafts other than their own. Impacted employees may be employed as needed at any location in order to provide employment and maintain the efficiency of the operations of the Postal Service. Employees must meet minimum qualifications of duties assigned. See MOU, 1.a and b.

2. Can impacted employees change their office of temporary employment?

Answer: Yes, it is recognized that circumstances may arise where an impacted employee and family decide to locate to another area because of housing needs, e.g., employees presently housed in public shelters who relocate to be with family members in another location. If such circumstances arise the impacted employee may request to change their office of temporary employment during the interim period by providing advance notice to the installation head of the losing facility. Such requests will be approved within seven calendar days unless it is operationally infeasible. See MOU, 1.e.

3. Are impacted employees who have been assigned to a temporary assignment entitled to per diem, travel time or out of schedule pay?

Answer: No, in order to provide employment for impacted employees during this time of emergency, per diem, travel time (including mileage or other travel expenses) or out of schedule shall not apply to temporary assignment of impacted employees. However, the employee may earn night differential and

Sunday premium if the actual work performed would otherwise qualify. See MOU, 1.b.

4. Are impacted employees who are in temporary residences and assigned to offices outside of a 50-mile radius from their former duty station (official duty station assigned on September 2, 2005) entitled to any relocation allowance?

Answer: No, see 3 above.

5. When does the interim period end?

Answer: It may be different for each impacted employee. The interim period shall end with a permanent placement, transfer, reassignment or return to the duty assignment of the impacted employee but no later than January 20, 2006. See MOU, 1.d. and 3.d.

6. What if an impacted employee needs time to care for personal needs, families, etc?

Answer: A liberal leave policy will be in effect for impacted employees. See MOU, 1.c.

Voluntary Transfer Period

7. Can impacted employees voluntarily select an office to which they wish to transfer?

Answer: Yes, impacted employees will be given an opportunity to voluntarily indicate if they wish to transfer to another installation. If practicable such requests will be approved. The requests will be acted upon in the order received on a daily basis with total Postal Service seniority as a tie breaker. See MOU, 2.a and b. Also, see #11.

8. Will impacted employees who voluntarily transfer retain their craft seniority?

Answer: Yes, such employees will have craft seniority as if involuntarily reassigned except for the purposes of excessing. For purposes of excessing from the craft or installation in the gaining office only, employees who voluntarily transfer pursuant to this MOU will be placed at the bottom of the seniority list. Employees hired or transferred into the gaining office after such impacted employees shall have lesser seniority for all purposes, including excessing. The separate excessing seniority list will cease to exist on January 1, 2010. See MOU, 2.c.

9. Do employees have to meet any minimum qualifications of an assigned position?

Answer: Yes, employees reassigned under these provisions must meet the minimum qualifications of the position to which assigned and receive the craft designation of the assignment. See MOU, 2.d.

10. Is there a time limit for voluntary transfers?

Answer: Yes, voluntary transfer requests under this MOU may commence immediately and must be received no later than midnight on November 18, 2005. Personnel actions resulting from voluntary transfer requests shall be processed no later than November 26, 2005. See MOU, 2.e and f.

11. What happens if there is no residual vacancy at an installation where a full-time employee has requested transfer?

Answer: In order to transfer as a full-time employee, there must be a residual vacancy. Full time employees shall be considered for transfer as a full-time employee into a residual duty assignment. See MOU, 2.b.

12. Are employees who voluntarily transfer entitled to any travel, relocation or related expenses?

Answer: Yes. Employees who voluntarily transfer will be entitled to relocation benefits pursuant to Article 12.5.B.5. See MOU dated October 26, 2005.

13. What effect will the voluntary transfer of employees impacted by Hurricane Katrina have on part-time employees at a gaining office?

Answer: At the gaining facility, during the course of a service week, the employer will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to casuals and/or Transitional Employees (TEs). See MOU, 2.c.

14. Will employees who voluntarily transfer to a lower level under Section 2 of the MOU receive "Protected Rate" under ELM Section 421.511 as if they had been involuntarily reassigned pursuant to Article 12?

Answer: Yes.

Involuntary Reassignment Period

15. At what point may impacted employees be involuntarily reassigned?

Answer: All impacted employees who have not returned to their duty assignment or have been reassigned as a result of a voluntary transfer request, will be involuntarily reassigned pursuant to Article 12 of the National Agreement. The Article 12 involuntary reassignment process shall commence on November 19. See MOU, 3.a.

16. What are the rules governing the involuntary assignment of an impacted employee?

Answer: Impacted employees will be reassigned pursuant to the procedures outlined in Article 12.5.C.1, Discontinuance of an Independent Installation. See MOU, 3.b.

17. Are impacted employees who are reassigned pursuant to Article 12 entitled to moving, mileage, per diem and reimbursement for moving of household goods?

Answer: Yes, involuntarily reassigned employees shall receive applicable relocation expenses such as moving, mileage, per diem and reimbursement for movement of household goods in accordance with Article 12.5.B.5 and applicable regulations. See MOU, 3.c.

18. How will Article 12.5.C.1 apply if an installation is only partially closed, e.g., the main office is closed but some stations and branches remain open?

Answer: Only employees that are assigned to offices that are impacted will be affected by the Article 12 process. Therefore, it is possible that not all employees in an installation will be subject to or impacted by the Article 12 involuntary reassignment process.

19. Will full-time employees be forced to become part-time employees as a result of the Article 12 involuntary reassignment process under the MOU?

Answer: No. If a full-time employee would otherwise be changed to a part-time employee under Article 12.5.C.1, they will be changed to full-time flexible status instead.

General

20. Will affected local union or regional coordinators be notified when impacted employees are reassigned?

Answer: Yes. In the event of placement, transfer or reassignment of an impacted employee the local union must be informed of the circumstances of the relocating employee including the date of reassignment, principle assignment area and hours of duty. See MOU, 4.a.

21. What happens if a dispute occurs regarding this MOU?

Answer: Disputes arising from the application of this MOU will be handled directly and expeditiously through the national administrative dispute resolution procedure. See MOU, 4.b.

22. What if the local losing office has not reopened and is unable to receive an employee's election of retreat rights?

Answer: Under such circumstances the impacted employee should submit the request to the area Labor Relations office for coordination.

23. How do employees voluntarily transfer to another installation?

Answer: The preferred method is to use eReassign on the Postal web page. Those employees with access to eReassign on the Postal web page must use that method. Those employees who have no access to online eReassign may submit the eReassign Request for Reassignment form. This form may be obtained from any personnel office. Employees may submit the completed form to the personnel office in the installations in which they seek to be transferred to or to their APWU National Business Agent who will then forward the completed form to the appropriate personnel office.

24. Will employees from non-APWU crafts be assigned in APWU crafts as a result of the Interim, Voluntary Transfer and Involuntary Reassignment Periods in the MOU?

Answer: Pursuant to Section 1 of the MOU, Interim period, temporary assignments will be offered to impacted employees within their same craft and as close to their permanent work schedule as possible. If not possible, non-APWU employees may be temporarily assigned work in APWU crafts.

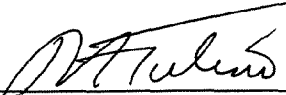
Reassignments as a result of the Section 2 of the MOU, Voluntary Transfer period, will not result in non-APWU employees assigned to an APWU craft. Reassignment pursuant to Section 3, Involuntary Reassignment period, may result in non-APWU employees being permanently reassigned into APWU crafts as required by Article 12 of the National Agreement.

25. Have the parties agreed to extend the date for voluntary transfer in Section 2.e of the MOU?


Answer: Yes. The date in Section 2.e for requesting a voluntary transfer has been extended from October 28 to November 18, 2005.

26. What offices qualify as "an office that curtailed all operations due to Hurricane Katrina"?

Answer: See attached list of offices by zip code.



Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service



William Burrus
President
American Postal Workers
Union, AFL-CIO

Date: 11-2-05

ZIP CODE		ZIP CODE		ZIP CODE
36601		70040		70130
36633		70041		70141
36652		70043		70148
39466		70047		70358
39501		70049		70377
39503		70050		70401
39507		70051		70402
39520		70052		70420
39525		70053		70422
39529		70057		70426
39530		70058		70427
39531		70062		70431
39532		70065		70433
39534		70067		70435
39540		70068		70436
39552		70070		70437
39553		70071		70438
39555		70072		70441
39556		70075		70442
39558		70078		70443
39560		70079		70444
39561		70080		70445
39563		70082		70446
39564		70083		70447
39565		70084		70448
39567		70085		70449
39571		70086		70450
39572		70087		70451
39573		70090		70452
39574		70091		70453
39576		70092		70454
70001		70094		70455
70002		70113		70456
70003		70114		70457
70005		70115		70458
70006		70117		70460
70012		70118		70461
70021		70119		70462
70030		70122		70463
70031		70123		70464
70032		70124		70465
70036		70126		70466
70037		70127		70471
70038		70128		
70039		70129		